

Original
1992

AGREEMENT

Between

**TOWNSHIP OF BEDMINSTER
SOMERSET COUNTY, NEW JERSEY**

And

**POLICEMEN'S BENEVOLENT ASSOCIATION
LOCAL #139 BEDMINSTER TOWNSHIP CHAPTER**

January 1, 1995 through December 31, 1997

Drafted by:

**Bivona, Cohen, Kunzman, Coley,
Yospin, Bernstein and DiFrancesco**

(not negotiated)

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1. AGREEMENT AND RECOGNITION

This agreement is made and entered into this 19th day of December, 1994, by and between Policemen's Benevolent Association Local 139, Bedminster Township Chapter (hereinafter called "PBA"), and the Township of Bedminster (hereinafter called "Township"):

WHEREAS, the parties represent as follows:

1. "Township" is the Township of Bedminster in Somerset County, New Jersey.

2. "PBA" is a unit composed of substantially all of Bedminster Township's Patrol Officers and Sergeants, which has been duly certified by the New Jersey Public Employment Relations Commission (PERC) as the exclusive representative for purposes of collective negotiations with the Township. PBA members, whether a Sergeant or Patrol Officer or Detective, shall be referred to herein as "Officer".

3. The Township and the PBA believe that a written employment agreement embodying the terms and conditions of police employment will establish and maintain a harmonious employment relationship and result in efficient services for the benefit of the general public and Police Officers.

NOW THEREFORE, the parties agree as follows:

2. MANAGEMENT RESPONSIBILITY

(a) It is recognized that the management of the Police Department, the control of its properties and the maintenance of order and efficiency are the sole responsibilities of the Township. Accordingly, the Township retains the following rights, except as specifically provided in this Agreement, including, but not limited to: selection and direction of the force; to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this Agreement; to assign, promote, transfer or demote; to determine the amount of overtime to be worked; to relieve Officers from duty because of lack of work or funds; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

(b) It is understood that full-time Officers will consider their position with the Township as their primary job. Any outside employment must not interfere with an Officer's efficiency in his or her position with Bedminster Township or constitute any conflict of interest.

(c) Officers shall not accept monetary gifts or articles of value in appreciation, or for any other reason, for the performance of their duty.

3. FLEXIBILITY OF ASSIGNMENT

Police Officers, regardless of regular assignment, may be reassigned by the Police Chief to perform any duty related to their profession as Police Officers.

4. SENIORITY

(a) Seniority is defined to mean the accumulated length of continuous service with the Police Department, computed from the last day of hire.

(b) Senior Officers within any given rank shall be the last to be laid off and first to be recalled.

(c) A Police Officer's length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified by a physician not in excess of one (1) year.

5. PROBATIONARY EMPLOYEES

(a) Newly hired Police Officers shall remain probationary until after completion of twelve (12) months of service from the date of hiring or the date of completion of police academy training, whichever is later. Upon completion of said period, such Police Officer shall obtain seniority status from the date of hiring.

(b) Police Officers shall have no seniority rights during said probationary period and their employment may be terminated at any time, at the sole discretion of the Township Committee.

Discharges during the probationary period shall not be subject to any grievance or discipline provisions of this Agreement.

6. INTERRUPTION OF EMPLOYMENT

(a) It is recognized that the need for continued and uninterrupted operation of the Township's departments and agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.

(b) The Township recognizes that Police Officers have never contemplated any strikes, slowdowns or job action, nor would they contemplate any such action.

(c) Police Officers recognize that the Township is interested in amicably resolving any differences or disputes concerning terms and conditions of employment.

7. HEALTH PROGRAM

(a) The Township shall maintain the "New Jersey Plus" hospital and a medical insurance program, and the presently provided dental plan, for all officers who elect enrollment in that program. The Township shall have the right to purchase or continue coverage from any insurance carrier which provides the same or better coverage and benefits as the New Jersey Plus program.

(b) If, for some reason, a Police Officer does not wish to be covered by said insurance programs, he shall not be entitled to receive the cash equivalent in lieu of the premium.

(c) The Township will provide the PBA with the current brochure describing the New Jersey Plus program, the provisions of which shall be incorporated in this Agreement by reference.

(d) Officers may elect to enroll in any other hospital and health insurance program which is approved by and participates in the State Health Benefits Plan. Any officer electing to participate in such other insurance program will pay 25 percent of the difference in premium cost between the New Jersey Plus Plan and the elected plan, up to a \$300.00 maximum contribution per calendar year. The total annual contribution (based upon a calendar year) shall be deducted from the electing officer's pay in equal increments from each paycheck starting with the second pay period in April of each year of this Agreement and continuing through the last pay period of each calendar year.

(e) Corrective Eye Devices and Eye Examinations:

Corrective eye devices and eye examinations are to be reimbursed, to officers only, at \$100.00 a year; any unused balance from a year may be applied to the following year, but no one year amount may exceed \$200.00. Reimbursement will be provided by the Township Treasurer upon submission of appropriate receipts.

8. UNIVERSITY/COLLEGE CREDITS

Any Officer (i) actively employed by the Bedminster Police Force or (ii) qualified as a probationary employee, on or before December 31, 1994 who successfully completes any course for

which university/college credits are earned shall be compensated annually at the sum of \$20.00 per credit, to a maximum of 60 credits. Any such Officer who successfully completes any course related to his/her profession as a Bedminster Township Police Officer for which university/college credits are earned shall be compensated for such credits, to a maximum of 75 credits, to be inclusive of any and all credits earned under the provision of the first sentence of this section. Therefore, the maximum number of credits that any Officer shall be compensated for is 75.

University/college credit compensation shall be paid during the first pay period in November of each year.

9. OCCUPATIONAL INSURANCE

The Township shall obtain standard insurance policies insuring against false arrest, malicious prosecution, and liability for acts and omissions within the scope of police employment in sufficient amounts and from reputable insurance companies.

10. CLOTHING ALLOWANCE

(a) Newly hired Police Officers shall be entitled to an initial clothing allowance of necessary clothes and equipment at the sole discretion of the Chief of Police.

(b) Police Officers shall receive and the Township shall pay a \$300.00 annual allowance for the maintenance, cleaning and repair of police clothing, shoes, arms and furnishings.

This allowance shall be paid during the first pay period in November.

(c) Police Officers shall be entitled to a \$575.00 annual credit for the purchase of police clothing, shoes, arms and furnishings.

All purchases must be approved by the Chief of Police.

The Township shall make requisite payments to the supplier.

(d) In the event that an Officer does not utilize the entire purchase credit set forth in Section 10(c), he or she shall be entitled to utilize up to a maximum of \$100.00 thereof towards the Officer's cleaning and repair expenses described in Section 10(b) for the calendar year, provided the Officer submits to the Township receipts for all cleaning/repair bills incurred within the calendar year and the same shall exceed \$300.00. There will be no carry-over right as to this transfer to any other year.

(e) In special cases of clothing damage sustained in the performance of official duties, the Police Chief may authorize payment for said damage, which the Township shall pay.

(f) All newly hired Officers, and full time Officers who do not have a soft body armor vest, shall be issued one at the expense of the Township. The Officer shall have full discretion in regard to the brand of vest purchased.

The Township shall replace said vest upon its documented expiration date.

Officers who have acquired a soft body armor vest prior to January 1, 1989, shall have the vest replaced upon its

documented expiration, at the expense of the Township. The replacement vest shall be of the Officer's choice.

The costs for the issuance or replacement of said vests shall be separate from the Officer's annual uniform allowance.

Officers who have been issued a soft body armor vest at the expense of the Township shall be required to wear said vest during on-duty hours.

(g) The Township shall supply newly hired Officers with the following uniform/equipment allotment at the Chief of Police's discretion (see Section 10(a) hereof):

Shirts

- 4 long sleeve
- 4 short sleeve

Pants

- 4 pair

Jacket

- 1 winter
- 1 lightweight

Belt and accessories

- 1 pant belt
- 1 accessory duty belt
- 1 holster
- 1 handcuff case
- 1 ammo pouch
- 1 baton/flashlight ring
- 4 belt keepers
- 1 buckle

Badges

- 2 breast badge
- 1 hat badge
- 1 off-duty badge

Shoes

- 1 pair dress
- 1 pair rubber storm boots

Hats

- 1 duty hat
- 1 rain cover

Raincoat
1 full length reversible

Misc. Accessories
1 nameplate
1 tie
1 tie clip
1 aluminum clipboard
1 mini mag light and holder

Bulletproof vest
To be supplied upon graduation from academy per contract.

Officers who will be attending an academy shall have an appropriate uniform/clothing allotment to include academy uniforms and attire as required by the respective academy.

(h) Officers assigned to the Detective Bureau will keep a full and complete uniform as per the Standard Uniform and Appearance Policy. Officers assigned to the Detective Bureau may use their uniform allowance to purchase civilian clothes to wear while on duty, with the approval of the Chief of Police.

11. OVERTIME AND WORK CYCLE

(a) Generally: Work cycles and overtime compensation shall be governed by the Fair Labor Standards Act, in the absence of any agreement between the Township and its Officers. Such an agreement may be made without reopening contract negotiations.

(b) Overtime Calculation: In the event an Officer is summoned on an emergency basis to serve an overtime period which is not contiguous to the commencement or completion of the Officer's scheduled shift, the Officer shall receive a minimum of two (2) hours of overtime pay for the overtime worked.

Otherwise, the Officer shall only be entitled to receive overtime pay for the actual overtime worked.

12. BEREAVEMENT

Officers shall be granted three (3) days off upon the death of an immediate family member.

Immediate family member shall be defined to include spouse, children, step children, parents, sisters, brothers, and parents in law.

In the case of the death of a member of an Officer's secondary family or significant other, the Chief of Police may grant appropriate time off as needed by the Officer to attend the funeral.

13. SALARIES

(a) Salaries for patrol officers shall be computed as a percentage of the salary paid to a Patrol Officer-Level 6, in accordance with the following tables:

<u>LEVEL</u>	<u>PERCENTAGE</u>	<u>1995</u>	<u>1996</u>	<u>1997</u>
Level 6	100%	\$49,858.00	\$51,977.00	\$54,186.00
Level 5	96%	47,864.00	49,898.00	52,019.00
Level 4	92%	45,869.00	47,819.00	49,851.00
Level 3	88%	43,875.00	45,740.00	47,684.00
Level 2	84%	41,880.00	43,660.00	45,516.00
Level 1	80%	39,886.00	41,582.00	43,349.00
Probationary	76%	37,892.00	39,502.00	41,181.00

(b) Sergeants shall be paid over the Patrol Officer - Level 6 as follows:

<u>1995</u>	<u>1996</u>	<u>1997</u>
\$3,250.00	\$3,500.00	\$3,750.00

(c) If a Patrol Officer is newly hired prior to July 1st in any year, then for the purpose of computing his salary in accordance with the above table, a full year's experience shall be accrued as of January 1st following the year in which he was hired. Should a Patrol Officer be newly hired between July 1st and December 31st, a full year's experience shall not be accrued until the second January 1st following the year in which he was hired.

(d) Officers holding a valid and current Emergency Medical Technician card shall receive an additional \$120.00 per year.

E.M.T. compensation shall be paid during the first pay period in November of each year.

(e) An Officer holding the assignment of Detective or Detective Sergeant shall receive an additional \$1,500.00 per year.

These Detective Bureau stipends shall be paid during the first pay period in November of each year.

This compensation is payable pro-rated per month if the Officer is removed from this capacity before the end of the calendar year, or hired after January 1st of the year.

14. ASSIGNMENT OF DETECTIVE

The assignment of Detective shall be conferred by the Chief of Police. Should reason arise to transfer a Detective back to his previous assignment, the Chief of Police may do so with the following provisions:

(a) A Detective so transferred shall receive compensation at the same salary scale and seniority as would have applied had he not served as a Detective.

(b) The transfer shall be discussed by the Chief of Police and the Officer in Charge of the Detective Bureau.

15. COURT TIME

(a) The Township shall pay Officers required to attend any and all Courts, including Civil Courts, in actions arising out of on-duty activities at a rate of time and one-half of the Officer's hourly rate.

(b) This section shall not apply to any Court scheduled during an Officer's regularly scheduled shift.

(c) This section shall not apply to any disciplinary action or proceedings against an Officer.

16. VACATIONS

(A) The following vacation schedule will apply to Officers for the years 1995, 1996 and 1997:

YEARS IN SERVICENUMBER OF DAYS

Upon completion of
6 months probation

5 days

1 year

Additional 5 days

2 through 5 years

10 days per year

6 years

11 days per year

7 years

12 days per year

8 years

13 days per year

9 years

14 days per year

10 years

15 days per year

11 years

16 days per year

12 years

17 days per year

13 years

18 days per year

YEARS IN SERVICENUMBER OF DAYS

14 years

19 days per year

15 years

20 days per year

16 years

21 days per year

17 years

22 days per year

18 years

23 days per year

19 years

24 days per year

20 years and over

25 days per year

One additional day per year of service for each year over 25 years.

(b) An Officer may carry over up to five (5) days of vacation through December 31st of the year following the accrual of the same. If not utilized by that date, the same shall lapse.

17. HOLIDAYS

Officers shall receive ten (10) designated paid holidays per year. In addition, each officer shall receive two (2) "floating" holidays which may be taken at the election of the officer on proper advance notice given in a manner consistent with Police Department regulations.

18. PERSONAL DAYS

Officers shall receive two (2) personal days per year; the same being non-cumulative. Personal days may be taken by an Officer for any personal need whatsoever.

19. TRAVEL ALLOWANCE

Every effort will be made for an Officer to use a Township vehicle while performing police business or function, authorized by the Chief of Police.

However, whenever an Officer is required or directed to utilize private transportation for authorized police business, the Officer will be reimbursed by the Township at the rate of \$.21 (twenty-one cents) per mile for distances actually traveled (example: between the school/assignment and police headquarters or the Officer's home as the case may be), plus parking and toll fees.

This section shall not apply to attendance at the police training school which is a prerequisite to appointment as a permanent member of the police department.

20. GRIEVANCE PROCEDURE AND ARBITRATION

As Township and the PBA desire to maintain an amicable and harmonious relationship, so that Township and its Police Officers, as well as the public, will benefit and to avoid the occurrence of strife which might cause a disruption of efficient and progressive public service, and because the parties recognize that grievance procedures and arbitration have been sanctioned and encouraged by general public authority the parties hereby agree to the following procedure:

Section 1

Step 1. Should any difference or dispute arise between Township and a Police Officer over the application or interpretation of the terms of this Agreement or any term or condition of employment the parties will make an earnest effort to resolve and settle their differences within ten (10) calendar working days between the aggrieved Officer and his or her immediate superior. Any grievance not brought to the attention of a Superior Officer within fifteen (15) calendar working days of its alleged occurrence shall be considered void.

Step 2. If the grievance cannot be satisfactorily resolved within ten (10) calendar working days by the immediate superior of the Officer, the grievance shall be reduced to writing by the Officer and submitted to the Chief of Police.

Step 3. Should the Chief of Police fail to resolve the grievance within ten (10) calendar working days after it is submitted to him the matter shall be submitted to the Chairperson of the Public Safety Committee, or his designee, in

his absence, who shall have ten (10) calendar working days to reach a resolution.

Step 4. Should the Chairperson of the Public Safety Committee fail to resolve the grievance within the time allowed, the matter will be submitted to the entire Township Committee, which will have ten (10) calendar working days to reach a resolution.

Step 5. If at the expiration of time allowed, the grievance is still not resolved to the satisfaction of both parties, and if the grievance involves a dispute over an interpretation or application of this Agreement or its terms, grievant may, within fifteen (15) calendar working days, request that the grievance be submitted to arbitration before an arbitrator to be mutually selected from a panel to be provided by the Public Employment Relations Commission under its rules then pertaining. The arbitrator shall have full power to hear and determine the dispute between the parties. The decision of the arbitrator shall be binding upon both parties.

Section 2

An aggrieved Officer may be entitled to be represented by a representative of the PBA at any step of the grievance process.

Section 3

The expense of the arbitrator shall be borne by the unsuccessful party, whether the Township or the Officer.

Section 4 The time limits set forth herein may be waived and/or extended by mutual agreement between the parties in writing.

21. EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of Police Officers in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining. During the term of this Agreement, neither party will be required to negotiate with

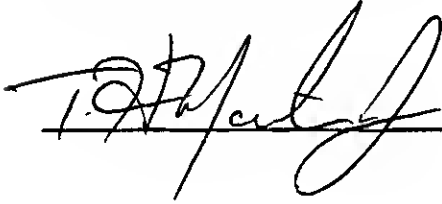
respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Any prior commitment or agreement between the Township and the PBA or any individual Officer covered by this Agreement is hereby superseded.

22. SEVERABILITY

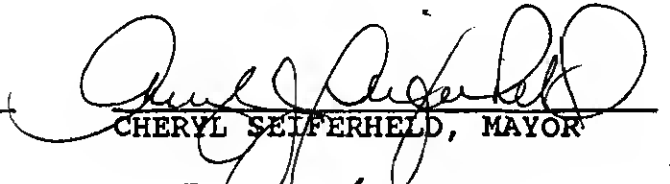
In the event that any provision of the Agreement between the parties shall be held by operation of law or by a court or administrative agency of competent jurisdiction to be invalid or enforceable, the remainder of the provisions of the Agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

IN WITNESS WHEREOF, the PBA and the Township have executed
this Agreement the day and year first above written.

FOR THE PATROLMEN'S
BENEVOLENT ASSOCIATION
LOCAL 139 BEDMINSTER
TOWNSHIP CHAPTER



FOR THE TOWNSHIP OF BEDMINSTER



CHERYL SEIFERHELD, MAYOR



DOROTHY WILKIE
TOWNSHIP CLERK

EXPLANATION: This Resolution authorizes the execution of the contract between the Policemen's Benevolent Association Local #139 and the Township of Bedminster.

BEDMINSTER TOWNSHIP

RESOLUTION NO. 94-229

WHEREAS, the prior contract between the Township of Bedminster and the Bedminster Township Patrolmen's Association ("BTPA") expires on December 31, 1994; and

WHEREAS, representatives of the Bedminster Township Committee have negotiated a new contract for the period of January 1, 1995 through December 31, 1997 with the BTPA's collective bargaining successor, the Policemen's Benevolent Association Local #139, Bedminster Township Chapter ("Bedminster PBA"); and

WHEREAS, it is the Township Committee's understanding that the attached contract has been accepted by the Bedminster PBA; and

WHEREAS, the Bedminster Township Committee has determined that the attached contract is acceptable and that the execution of the same is in the best interests of the Township of Bedminster.

NOW, THEREFORE, BE IT RESOLVED by the Township Committee of the Township of Bedminster, in the County of Somerset and State of New Jersey, as follows:

1. The Mayor and Township Clerk are hereby directed and authorized to execute the attached contract on behalf of the Township of Bedminster.
2. The execution of the attached contract by the Mayor and Township Clerk will have no effect until the same is executed by the appropriate Bedminster PBA representatives.
3. The contract shall be executed in duplicate with one copy retained by the Bedminster Township Clerk and the other by the Bedminster PBA.

ATTEST:

BEDMINSTER TOWNSHIP COMMITTEE

By: 

Dorothy D. Wilkie,
Township Clerk

By: 

Cheryl J. Seiferheld, Mayor

C E R T I F I C A T I O N

I, Dorothy D. Wilkie, Township Clerk of the Township of Bedminster, County of Somerset, State of New Jersey, do hereby certify the foregoing to be a true and correct copy of a Resolution adopted by the Township Committee at a Regular Meeting of said Committee held on December 19, 1994.


Dorothy D. Wilkie, Township Clerk

TPB/kc